

House File 270 - Introduced

HOUSE FILE 270

BY BEARINGER

A BILL FOR

1 An Act relating to the testing of well water of dwelling
2 units and mobile home spaces prior to entering into rental
3 agreements.

4 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. NEW SECTION. 562A.13A Dwellings served by well
2 water — testing — corrective actions — disclosure.

3 1. For purposes of this section, unless the context
4 otherwise requires, "*corrective action*" means either adding a
5 sufficient amount of chlorine to disinfect a well or installing
6 a filter system in a well.

7 2. If a dwelling unit is served by well water, the landlord
8 shall test the well serving the dwelling unit prior to entering
9 into a rental agreement or every two years, whichever is
10 longer. A well must be tested according to rules developed
11 by the department of natural resources pursuant to chapter
12 17A. Well water is considered safe for drinking if the water
13 meets the standards established pursuant to section 455B.172,
14 subsection 3.

15 3. If a well fails to have safe drinking water, the landlord
16 shall take corrective action to ensure the water is safe to
17 drink prior to entering into the prospective rental agreement
18 or as soon as possible if a tenant is occupying the dwelling
19 unit. The landlord shall be liable for all costs associated
20 with taking corrective action. If a current tenant lives in
21 the dwelling unit, the landlord shall be liable for costs
22 associated with the temporary procurement of safe drinking
23 water.

24 4. Following a test, proof that the well water is safe
25 to drink or that corrective action has been taken shall be
26 provided to the prospective or current tenant. Such proof is
27 valid for a period of two years.

28 5. *a.* If a landlord fails to provide proof that the water
29 is safe to drink or that corrective action has been taken, the
30 tenant shall be entitled to all rights and remedies set forth
31 in section 562A.21.

32 *b.* If the landlord fails to provide safe drinking water
33 or cover costs necessary to procure safe drinking water to a
34 current tenant, the tenant shall be entitled to all rights and
35 remedies set forth in section 562A.23.

1 Sec. 2. Section 562A.21, subsections 1 and 2, Code 2019, are
2 amended to read as follows:

3 1. Except as provided in [this chapter](#), if there is a
4 material noncompliance by the landlord with the rental
5 agreement, ~~or~~ a noncompliance with [section 562A.15](#) materially
6 affecting health and safety, or a failure to provide
7 information under section 562A.13A, the tenant may elect
8 to commence an action under [this section](#) and shall deliver
9 a written notice to the landlord specifying the acts and
10 omissions constituting the breach and that the rental agreement
11 will terminate upon a date not less than seven days after
12 receipt of the notice if the breach is not remedied in seven
13 days, and the rental agreement shall terminate and the tenant
14 shall surrender as provided in the notice subject to the
15 following:

16 a. If the breach is remediable by repairs or the payment of
17 damages or otherwise, and if the landlord adequately remedies
18 the breach prior to the date specified in the notice, the
19 rental agreement shall not terminate.

20 b. If substantially the same act or omission which
21 constituted a prior noncompliance of which notice was given
22 recurs within six months, the tenant may terminate the rental
23 agreement upon at least seven days' written notice specifying
24 the breach and the date of termination of the rental agreement
25 unless the landlord has exercised due diligence and effort to
26 remedy the breach which gave rise to the noncompliance.

27 c. The tenant may not terminate for a condition caused by
28 the deliberate or negligent act or omission of the tenant, a
29 member of the tenant's family, or other person on the premises
30 with the tenant's consent.

31 2. Except as provided in [this chapter](#), the tenant
32 may recover damages and obtain injunctive relief for any
33 noncompliance by the landlord with the rental agreement or
34 section 562A.13A or 562A.15 unless the landlord demonstrates
35 affirmatively that the landlord has exercised due diligence and

1 effort to remedy any noncompliance, and that any failure by the
2 landlord to remedy any noncompliance was due to circumstances
3 reasonably beyond the control of the landlord. If the
4 landlord's noncompliance is willful the tenant may recover
5 reasonable attorney fees.

6 Sec. 3. Section 562A.23, subsection 1, Code 2019, is amended
7 to read as follows:

8 1. If contrary to the rental agreement or section 562A.13A
9 or 562A.15 the landlord deliberately or negligently fails to
10 supply running water, safe drinking water, hot water, ~~or~~ heat,
11 or essential services, the tenant may give written notice to
12 the landlord specifying the breach and may:

13 a. Procure reasonable amounts of hot water, safe drinking
14 water, running water, heat, and essential services during the
15 period of the landlord's noncompliance and deduct their actual
16 and reasonable cost from the rent;

17 b. Recover damages based upon the diminution in the fair
18 rental value of the dwelling unit; or

19 c. Recover any rent already paid for the period of the
20 landlord's noncompliance which shall be reimbursed on a pro
21 rata basis.

22 Sec. 4. NEW SECTION. **562B.14A Mobile home spaces served by**
23 **well water — testing — corrective actions — disclosure.**

24 1. For purposes of this section, unless the context
25 otherwise requires, "*corrective action*" means either adding a
26 sufficient amount of chlorine to disinfect a well or installing
27 a filter system in a well.

28 2. If a mobile home space is served by well water, the
29 landlord shall test the well serving the mobile home space
30 prior to entering into a rental agreement or every two years,
31 whichever is longer. A well must be tested according to rules
32 developed by the department of natural resources pursuant to
33 chapter 17A. Well water is considered safe for drinking if
34 the water meets the standards established pursuant to section
35 455B.172, subsection 3.

1 3. If a well fails to have safe drinking water, the landlord
2 shall take corrective action to ensure the water is safe to
3 drink prior to entering into the prospective rental agreement
4 or as soon as possible if a tenant is occupying the mobile home
5 space. The landlord shall be liable for all costs associated
6 with taking corrective action. If a tenant is currently
7 occupying the mobile home space, the landlord shall be liable
8 for costs associated with the temporary procurement of safe
9 drinking water.

10 4. Following a test, proof that the well water is safe
11 to drink or that corrective action has been taken shall be
12 provided to the prospective or current tenant. Such proof is
13 valid for a period of two years.

14 5. If a landlord fails to provide proof that the water is
15 safe to drink or that corrective action has been taken, or
16 fails to provide safe drinking water or cover costs necessary
17 to procure safe drinking water prior to the completion of
18 corrective action, the tenant shall be entitled to all rights
19 and remedies set forth in section 562B.22.

20 Sec. 5. Section 562B.22, subsections 1 and 2, Code 2019, are
21 amended to read as follows:

22 1. Except as provided in [this chapter](#), if there is a
23 material noncompliance by the landlord with the rental
24 agreement, the tenant may deliver a written notice to the
25 landlord specifying the acts and omissions constituting the
26 breach and that the rental agreement will terminate upon a
27 date not less than thirty days after receipt of the notice if
28 the breach is not remedied in fourteen days. If there is a
29 noncompliance by the landlord with [section 562B.16](#) materially
30 affecting health and safety or with section 562B.14A, the
31 tenant may deliver a written notice to the landlord specifying
32 the acts and omissions constituting the breach and that the
33 rental agreement will terminate upon a date not less than
34 thirty days after receipt of the notice if the breach is
35 not remedied in fourteen days. The rental agreement shall

1 terminate and the mobile home space shall be vacated as
2 provided in the notice subject to the following:

3 a. If the breach is remediable by repairs or the payment of
4 damages or otherwise and the landlord adequately remedies the
5 breach prior to the date specified in the notice, the rental
6 agreement will not terminate.

7 b. The tenant may not terminate for a condition caused by
8 the deliberate or negligent act or omission of the tenant,
9 a member of the tenant's family or other person in the
10 manufactured home community or mobile home park with the
11 tenant's consent.

12 2. Except as provided in [this chapter](#), the tenant may
13 recover damages, and obtain injunctive relief for any
14 noncompliance by the landlord with the rental agreement or with
15 section 562B.14A or 562B.16.

16 EXPLANATION

17 The inclusion of this explanation does not constitute agreement with
18 the explanation's substance by the members of the general assembly.

19 This bill requires a landlord of a dwelling unit or
20 manufactured or mobile home space served by well water to
21 test the well prior to entering a rental agreement with a
22 prospective tenant or every two years, whichever is longer,
23 pursuant to rules and standards adopted by the department
24 of natural resources and county boards of health. If the
25 well water is not safe to drink pursuant to such standards,
26 the landlord must take corrective action prior to entering
27 the rental agreement with a prospective tenant or as soon as
28 possible if a current tenant occupies the dwelling unit or
29 mobile home space. If there is a current tenant, the landlord
30 shall be liable for providing safe drinking water or covering
31 costs associated with procuring safe drinking water until
32 corrective action is complete. The landlord shall provide to a
33 prospective or current tenant proof that the well water is safe
34 to drink or that corrective action has been taken. Such proof
35 is valid for up to two years. If a landlord fails to provide

1 proof that the water is safe to drink or that corrective action
2 has been taken or fails to provide safe drinking water or cover
3 costs necessary to procure safe drinking water to a tenant, a
4 tenant is entitled to the rights and remedies set forth in Code
5 section 562A.21, 562A.23, or 562B.22, as applicable.